



# Welcome to the Housing Choice Voucher Program (HCVP) Moving Orientation



Revised : January 10, 2020 by cal.



# How the Program Works

HCVP

(formerly Section 8)

HAP CONTRACT

VOUCHER

Landlord

LEASE

Family

# Lease Agreement

You or the landlord **MUST** provide us with a copy of your lease agreement.

We must ensure that the information on the lease matches our Housing Assistance Payment (HAP) Contract.

We must also ensure that the lease does not violate any Federal Regulations or HCVP Policies.



# Family Obligations - VERY IMPORTANT



- 1) The family (including all family members) must supply any information, certifications, and release that HUD or the Housing Authority (HA) determines necessary in the administration of the program. This includes any required evidence of citizenship or eligible immigration status and pertains to all adults on the lease.
- 2) The family must report all changes in **earned** income & family composition *in writing* within **10** business days of the change.

# Family Obligations - VERY IMPORTANT

3) The family, is obligated if the family causes a breach in Housing Quality Standards which pertains to:

Utilities – Effective **July 1, 2019** landlords may keep utilities in their name and bill the family. The family is no longer required to put the utilities in their name or in the name of another adult household member. If the family will be responsible for paying a utility – even if the utility will remain in the landlord’s name – the RFTA and lease must state that the family is responsible for payment. LMHA’s HCVP staff will no longer verify utilities prior to the execution of the Housing Assistance Payment (HAP) Contract. We will; however, verify that utilities are on during the initial Housing Quality Standards (HQS) inspection. Families will receive a utility allowance for tenant-paid utilities, as stated on the Request for Tenancy Approval (RFTA), lease and HAP Contract, regardless if the utility is in the name of the landlord or the tenant

Appliances – Effective **July 1, 2019**. LMHA inspectors will no longer verify who is responsible for providing the stove and refrigerator **at the annual inspection**. (Ownership of appliances will continue to be verified at the tenant’s Initial lease up or whenever a tenant moves). At the annual inspection, LMHA inspectors will inspect, in accordance with Housing Quality Standards. If the stove and/or refrigerator fail inspection, we will notify the landlord and the tenant and place responsibility on fixing the appliance on the person stated in the lease. It is up to the landlord and tenant to notify us when responsibility changes. LMHA is required to implement a new HAP contract for changes in utilities and appliances. As always, appliances must be in good operating condition.

Damages – family must not damage the unit or permit any guests to damage the unit. The family is responsible for any damages done to the unit!

# Family Obligations - VERY IMPORTANT

- We have advised landlords that they must notify the HA if the family is damaging the unit or failing to maintain utility service(s). This will require the landlord to perform his or her own inspections. If he or she finds there is **excessive damage, lack of maintenance, or suspended utility services**, the landlord will submit pictures, video or any other documentation to this office.
- This may affect your moving process, up to and including voiding current voucher, suspending portability or termination of assistance for failure of family obligations.

**Even if you have already been issued a voucher, it can be revoked.**

# Family Obligations –

- With proper notice, families are obligated to allow the landlord to enter the unit in order to make repairs or inspect as required.
- If the tenant fails to allow the landlord entry into the unit, the landlord may provide the tenant with a written 24-hour notice to enter the unit. Accessing the unit may take place ***whether or not you are present.***
- An exception to the 24-hour notice would be an emergency requiring immediate access to the unit. (ie. fires, flooding, gas smell).

# Family Obligations, continued...

- 4) The family must give the HA a copy of any eviction notice promptly.

Families **DO NOT** automatically get a voucher. There are times when they must attend an Informal Hearing and tell us why they should be given the opportunity to remain on the program.

We look at history for serious and repeated lease violations as well as failure of family obligations before issuing a voucher.



# Family Obligations, continued...

## 5) Use & Occupancy of the unit:

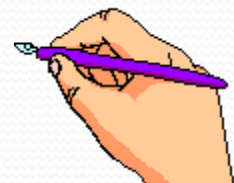
- a. The family must use the assisted unit as a residence by the family only, and as the only residence for the family. The family must not sublease, let, assign or transfer the unit.
- b. The family must obtain prior written approval from the Landlord to add any other adult to the household. The family must notify the HA of any birth, adoption or court awarded custody within **10** business days. Once landlord approval has been received, the HA will give final approval / denial on all persons residing in the unit.



# Family Obligations, continued...

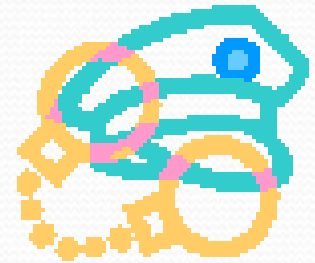
## Use & Occupancy of the unit...

- c. The family must notify the HA within **10** business days if anyone moves out of the unit.
- d. With prior approval of the HA, a foster child or live-in aide may reside in the unit.
- e. Household members may engage in legal profit-making activities if they do not interfere with the primary use of the unit as a residence.
- 6) Absence from the unit:
  - a. The family must supply any information requested by the PHA to verify that the family is living in the unit or information related to family absences from the unit & promptly notify the PHA in writing when the family is away from the unit for more than **10** business days.
- 7) The family must disclose and verify social security numbers & sign & submit consent forms for obtaining information.



# Family Obligations, continued...

- 8) The family **must not** commit fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- 9) The family (and any guests) **must not** engage in drug-related criminal activity or violent criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other persons residing in the immediate vicinity of the premises.
- 10) The family **may not** receive HCVP assistance while receiving another type of housing assistance either for the same unit or for a different unit.
- 11) In most cases, the family must notify the landlord and the PHA *in writing at least 30 days before* moving out of the unit. However, since this is at the landlord's discretion, you must check your individual lease for your specific required number of days.) ***Note that if your notice to vacate is about to expire and you still intend to move, you must submit a new, updated notice of intent to vacate.***



# Family Obligations, continued...

- 12) The family **must not** commit any serious or repeated violation of the Housing Choice Voucher Program

These family obligations are also listed on your Voucher. If you fail to meet any of these obligations, you may be terminated from the HCV Program!



**You have 2 copies. Sign & date one copy for you  
HCV file.**



# Landlord Responsibility

It is the responsibility of the landlord to screen families on the basis of their tenancy histories. A landlord may consider a family's background with respect to such factors:

- Payment of rent & utility bills
- Caring for a unit and premises
- Respecting the rights of others to the peaceful enjoyment of their housing
- Drug-related or criminal activity that is a threat to the life, safety or property of others
- Compliance with other essential conditions of tenancy

With a release from the family, the Housing Authority will give the Prospective Landlord the family's current address, name & address of current landlord & prior address, tenancy history known to the HA such as tenant caused damages, drug-trafficking, violent activities, previous evictions, owner complaints.

# Landlord Responsibilities, continued...

- All management and rental functions for the unit, including selecting a voucher holder & deciding if the family is suitable for tenancy of the unit.
- Maintaining the unit in accordance with the Housing Quality Standards
- Preparing & furnishing to the Housing Authority information required under the HAP contract
- Collecting Security Deposit & rent
- Collecting charges for damages to the unit by the family
- Enforcing the tenant obligations under the lease
- Paying for all utilities as listed on the lease

**No Additional charges may be requested from the tenant for these utilities! If the lease does not state that the tenant is responsible for paying a specific utility, the landlord must not charge the tenant.**



# FAIR HOUSING

## It's Your Right

Everyone has the right to live where they want, regardless of Race or Color; Sex; National origin; Religious beliefs; Familial status (including families with children or pregnant women); and Handicap or Disability.

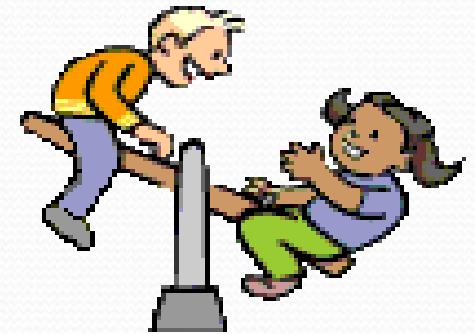
**Unfortunately, there are still some landlords who will base their decision to rent you a unit on one or more of these reasons. This is discrimination.**

The Fair Housing Act prohibits discrimination.

The booklet "Fair Housing" is included in your packet.

If you feel you have been discriminated against, you may file a complaint with the US Dept. of HUD, Office of Fair Housing. **To file a complaint, contact the Fair Housing Enforcement Center at the Midwest Office by writing to [complaints\\_office\\_05@hud.gov](mailto:complaints_office_05@hud.gov).**

This information can also be found on page #8 of your "Fair Housing" booklet.



# Looking For A “Good Place To Live”

The Housing Choice Voucher Program allows you to choose a house or apartment that fits your family’s needs.

Most houses or apartments have at least a living room, kitchen, bedroom(s) (except efficiency apts) and bathroom. There must be a separate bathroom for privacy. All ground floor windows & doors must have locks.

**WE CANNOT SCHEDULE THE INSPECTION UNLESS THE UNIT IS READY!**

For a detailed list, request a copy of the “Good Place To Live” booklet. You may also refer to our website at [www.LMHA.org](http://www.LMHA.org) for inspection information.



# Looking For A “Good Place To Live” ...

- Ceiling & Walls - No bulging, large cracks or holes, leaning walls, or loose or falling surface material.
- Floors – No large cracks or holes, no loose tile or carpet. No tripping hazards.
- Windows – In good condition. All openable windows should have screens and be in working condition.
- No chipping, cracking, peeling, chalking paint on any surface – exterior AND interior.
- Working smoke detectors on every level.
- No missing outlet cover plates or loose frayed wiring.
- Hot and cold running water in bathroom/kitchen
- Adequate heat source
- Handrails w/four or more steps
- Window or exhaust fan in all FULL bathrooms
- Hot water tank must have pressure relief valve 6 – 12 inches from ground
- If one meter, one hot water tank/furnace for multi-family unit, landlord must pay the utility



# Looking For A “Good Place To Live” .....

## **IMPORTANT -- POLICY CONCERNING INFESTATION AND DETERMINATION OF RESPONSIBILITY:**

- Effective July 1, 2017, the landlord is responsible for extermination of vermin and other infestation. If the landlord determines the infestation is caused by housekeeping habits that had previously been addressed with the tenant, the family may be in violation of their lease agreement and family obligations. This is cause for eviction and termination of their assistance. The landlord will need to show documentation that the pest controller and/or landlord addressed housekeeping habits with the family.



# Looking For A “Good Place To Live” ....

The decision to modify the policy was based on comments and concerns from the Public Hearing for the LMHA Annual Plan and was based on the recommendations of the Legal Aid Society. The policy reads:

## **I. DETERMINATION OF RESPONSIBILITY**

The owner shall exterminate vermin and other infestations as may be necessary to keep the premises in a fit and habitable conditions provided; however, that where an infestation is repeated and caused by housekeeping habits that were previously made known to the family by the owner or pest controller, it may be considered a lease violation and cause for eviction. The PHA may also terminate the family’s assistance on that basis.

**If you have infestation at your current unit, the unit must be treated.  
Otherwise you will just take the infestation with you!**

# Looking For A “Good Place To Live”

## Health and Safety

An apartment building site must have:

- Smoke Detectors on each level.
- Fire Exits
- Lights in common hallways
- Stairs with railings
- Common hallways that are safe
- No infestations of mice, vermin or bedbugs.
- No piles of trash and garbage inside or outside the unit.
- No chipping, cracking, peeling, chalking paint.

# Looking For A “Good Place To Live”

- No piles of garbage, old vehicles
- Working toilet, tub/shower & sink
- If present, gutters & downspouts in good condition

**LMHA has minimum Housing Quality Standards. Remember that you choose the home you wish to rent!**

**Perform your own inspection! Walk through unit and make a list of any repairs/changes you would like done.**

# LEAD BASED PAINT REQUIREMENTS

All painted surfaces, inside and out, of the unit must be solid and intact. Due to the hazards of Lead Paint Poisoning, there must not be any signs of chipping, cracking, peeling, or chalking on any painted surface.

Lead poisoning can result from ingesting (eating) paint chips **AND** breathing lead dust particles.

Lead poisoning can cause impaired neurological development such as decreased IQ, learning disabilities, behavior problems. Also, premature births, miscarriages, stillbirths, anemia, blood pressure problems, kidney problems in pregnant women and adults.

# Term of Housing Choice Voucher:

For families staying within  
Lorain County = **60 days**



For families transferring their voucher outside  
of Lorain County (Porting) = **120 days**

Extensions **MAY** be granted for extenuating circumstances.  
(ie: hospitalization, death of immediate family member). Requests must be  
submitted in writing for the approval of management.

Anyone in need of special accommodations due to a disability must contact  
their caseworker. You may request a list of units that are ADA accessible.

# “Porting” (transferring your voucher out of Lorain County)

- Must provide your Occupancy Specialist with the name and phone number of the HCVP Portability Officer at the receiving Housing Authority.
- Must move by date of notice, so please plan accordingly
- Cannot receive subsidy by two Housing Authorities
- You are responsible for rent to owner for any time in unit after date of notice
- Once we transfer your info, your file is no longer active with LMHA
- You have 120 days to find a unit. No additional time will be given by the receiving housing authority.





# Searching For A Rental Unit ..

## Important Factors To Consider & Items To Keep In Mind....

- You cannot rent from a close relative unless approved as a Reasonable Accommodation. "Close relative" is defined as parents, grandparents, children, grandchildren, brothers & sisters (including "step" and "in laws.")
- Ideally, you want to look for a unit with the same number of bedrooms that is listed on your voucher.
- Is this unit affordable to you with all other expenses?
- Make sure you have the security deposit as discussed with your landlord.
- Although it is no longer required to transfer utilities into your name, if the landlord will be requiring this as a condition of your rental agreement, make sure you will be able to transfer the utilities into your name or the name of another adult who will be listed on your lease.
- Do your own inspection of the unit and make a list of items you would like to have fixed.

# Searching For A Rental Unit ..



- **Important To Note:**

- In determining your portion of the rent, the Housing Authority is required to compare the utility allowance amount that corresponds with **the size of your voucher**, to the utility allowance amount that corresponds with **the number of bedrooms in the unit**. From there, we are required to use the **lower** of those two dollar amounts in the calculation of your rent. What this means to you is that if your voucher size is different than the number of bedrooms in your unit, your rent may be higher than you expected. To avoid having this happen, it is important to look for a unit with an equal number of bedrooms as your voucher size allows.

## HQS guidelines for Unit size Selected

Housing Quality Standards (HQS): The HQ Standards allow for two people per living/sleeping room and permit a maximum occupancy level (assuming a living room is used as a living/sleeping area) as shown in the table above. \*The levels may be exceeded if a room in addition to bedrooms and living room is used for sleeping.

Unit Size	Minimum # In Household	Maximum # In Household	*see Explanation above
0 BR	1	1	1
1 BR	1	2	4
2 BR	1	4	6
3 BR	3	6	8
4 BR	4	8	10
5 BR	5	10	12
6 BR	6	12	14

# The Request For Tenancy Approval (RFTA)

These documents must be filled out completely by the landlord & signed by both landlord and family **BEFORE** you turn them in.

- RFTA Request For Tenancy Approval cover sheet
- Mandatory Online Landlord Briefing procedure
- Instruction for Request For Tenancy Approval
- Attention Landlords/Owners and Tenants page
- Lease cover sheet – Owner MUST complete & return
- Relationship Form
- Occupancy Certification By Owner
- Lead-Based Disclosure Form
- Owner Identification Form
- Stove & Refrigerator Certification
- Owner Identification Form (Landlord info on reverse side)
- Direct Deposit notice
- Direct Deposit form
- RFTA HUD form 52517



## Request For Tenancy Approval (RFTA) continued....

The RFTA form tells us everything we need to know about the unit you plan to rent. This information must match the lease you sign with your Landlord and the contract the Landlord will sign with the LMHA. **Make sure every area is filled in! We cannot do an inspection if this form is not completed.**



You may want to schedule an appointment with your Occupancy Specialist to ensure that it is complete.

# RFTA continued.....

- Tenancy Addendum explains:
  - Family obligations
  - Your rights under the HCV Program
  - Owner's rights under the HCV ProgramThis is given to you and landlord as part of the lease



# What Happens Next?

- Submit original RFTA –
- Affordability Check
- Inspection – Scheduled within 14 Days!

No HAP will be paid without a passed inspection.

If the unit fails inspection, you and the owner will be notified of this result and the owner will be instructed to make the necessary repairs within a specified time frame prior to finalizing your paperwork.

If the unit passes inspection with owner supplied appliances, you and the owner will be sent a letter explaining that result along with written instructions on the what will occur next.

If the unit passes inspection with tenant supplied appliances, you must complete and return the **\*Stove & Refrigerator Certification** form that was included in the RFTA packet. This form is used to certify that the stove and/or refrigerator have been installed in the unit and are in proper working order. This form is **MUST** be returned to the HCVP office **before** the unit is considered PASSED.

**\*Note that it is considered FRAUD if the family signs the form without the stove and/or refrigerator in working condition and properly in place.**

# What Happens Next? (cont...)

- Rent Reasonableness
- Possible Rent Negotiation
  - Agency Determination Form
    - Pass or Fail.
    - Tenant-supplied stove and/or fridge must be in place.
  - Tenant Cannot Pay The Difference
  - Allow 10 days until paperwork is processed



# What Happens Next?

**AFTER THE UNIT HAS BEEN INSPECTED AND A RENT HAS BEEN APPROVED**, you will receive an AGENCY DETERMINATION letter. This document tells you if the unit has passed OR failed its inspection and the amount of rent the unit was approved for. It also lists the next steps.

If the tenant-supplied stove and/or refrigerator are not in place, the tenant must sign the form included in the RFTA packet. This form **MUST** be returned before the unit is considered PASSED.

It is considered FRAUD if the family signs the form without the stove and/or refrigerator working.

**NO HAP WILL BE PAID ON YOUR BEHALF WITHOUT A PASSED INSPECTION!**

# What Happens Next?

Your Occupancy Specialist will complete the finalized paperwork and send you a copy for your records. You will not be required to come to the HA to sign the final paperwork.

If it has not already been provided to the HA, the family or owner must provide your Occupancy Specialist with a copy of the signed lease. This informs the HA that you and your owner have met and reviewed the terms of this document.

The landlord will be sent 2 copies of the Contract to sign and return.

Leases and Contracts **MUST BE** signed within 60 days of the lease effective date!

# Utility Reimbursement Payment

## Important changes!!!

- **Effective February 3, 2020**, the HCVP no longer prints paper Utility Reimbursement Payment (URP) checks. LMHA has partnered with US Bank to issue all URP eligible clients a Prepaid Debit Card. If you are eligible to receive a URP, the HCVP will automatically enroll you for this service. You will receive your card by mail along with instructions on how to activate your card.  
IMPORTANT: If you receive an URP through a Prepaid Debit Card and later no longer receive an URP due to a change in your financial situation, you must **KEEP** your Prepaid Debit Card. Do not throw it away!!! If you do not keep your original Prepaid Debit Card and you once again become eligible to receive an URP, you will need to contact US Bank for a replacement Prepaid Debit Card. The HCVP will not be able to provide you with a replacement.
- Once registered, funds will be deposited into your account no later than the 2<sup>nd</sup> business day of each month. Holidays do not count as business days.
- For more information on your Prepaid Debit Card, please call Cardholder Services at 855-282-6161.

# What Happens Next?



- Before You Move From Your Current Unit–
  - Clean the unit for security deposit refund
  - Turn in keys on or before your vacate date
  - Transfer utilities (if applicable)
  - Do a walk-through inspection with landlord or property manager to ensure there are no excessive damages (take pictures of the unit!)
  - Do NOT leave belongings, trash, debris throughout interior or exterior of unit
  - Do NOT leave any unpaid utility bills

# Continuing Assistance

Once the lease has been signed by you and your owner and the contract has been signed by your owner and the HCVP, your HCVP assistance will continue, unchanged, unless you report a change in your income or family composition.

You will remain on the program until:

- You violate a Federal Regulation or family obligation
- You no longer want or need the assistance (self terminate)
- Restrictions with program funding

# Continuing Assistance

- Your HCVP assistance will continue as long as you abide by all rules and regulations of the HCV Program.
- In the months between your Annual Renewal Recertification, you are required to report ALL changes in **EARNED** income and household composition within **10** business days of the change occurring. At your Annual Renewal, you are required to update ALL household income (earned as well as unearned) along with any applicable expense deductions, assets and household composition changes.
- You are not required to sign an Amendment when there is a change in between your Annual Renewals; however, should you disagree with the outcome of an Amendment, you must contact your OS no later than the due date that will be stated in your Amendment letter.

# What Is An Informal Meeting?

If a participant feels the need to discuss his/her participation with someone other than their Occupancy Specialist, the participant may request an **Informal Meeting**.

This request must be made **in writing**. The meeting will be scheduled and an appointment date and time will be mailed to the participant.

The meeting will be held by a Housing Authority representative other than the Occupancy Specialist.

The participant will have the opportunity to present written or oral objections to the matter in question. A final decision will be given to the participant in writing.

# What Is An Informal Hearing?

When a termination of assistance notice is issued to a participant, the participant will be given the opportunity for an Informal Hearing.

This request must be made in writing no later than the due date given in the notice of termination.

The Informal Hearing is conducted by a Hearing Officer with the HCVP Manager present.

The participant will have the opportunity to present written or oral objections and present any witnesses that may provide information regarding the termination. A final decision is mailed to the participant within 10 days of the Informal Hearing.



# Additional Information

Ask your Occupancy Specialist at your appointment to pick up your voucher if you would like more information on how the following items may affect your case:

- Owner Complaints
- Tax Payer Complaints

- Visit us on the web!
  - [www.lmha.org](http://www.lmha.org)
- “Like” us on Facebook at [www.Facebook.com/LorainMHA](http://www.Facebook.com/LorainMHA)
- Looking for a unit?
  - [www.gosection8.com](http://www.gosection8.com)
- There are computers available in the kiosk room in the lobby.

Thank you for viewing the HCVP online Moving Orientation. Don't forget to print the **Moving Orientation Family Obligation Certification Form** and submit it to your Occupancy Specialist in order to receive a voucher to move. Should you have any questions, please make sure to mention these to your Occupancy Specialist at your appointment.

